

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING S10	PAGE OF 1 28
2. CONTRACT (Proc. Inst. Ident.) NO. F09634-00-C0004		3. EFFECTIVE DATE 07/01/00	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY	CODE FA6643	6. ADMINISTERED BY (If other than Item 5)		CODE F36700
HQ AFRC/LGCP Buyer: Betty Holley 1000A Executive Ct Warner Robins GA 31093 (912) 327-0588		913 LG/LGC 1051 Fairchild Street Willow Grove ARS PA 19090-5203		

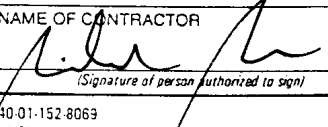
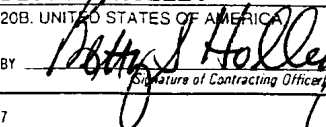
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
Griffin Services Inc 5755 Dupree Dr NW, Ste 220 Atlanta GA 30327		9. DISCOUNT FOR PROMPT PAYMENT NET
10. SUBMIT INVOICES (4 copies unless otherwise specified) ADDRESS SHOWN IN:	ITEM Block 6	
CODE OCZF1	FACILITY CODE F670LG	
11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY
		DFAS OM/FP P O Box 7020 Bellevue, NE 68005-1920

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) <input type="checkbox"/> 41 USC 253(c)		14. ACCOUNTING AND APPROPRIATION DATA See Section G	
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
	See Section B No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 00, until funds are made available to the Contracting Officer (CO) for performance and until the contractor receives notice of availability to be confirmed in writing by the CO		
			15E. UNIT PRICE
			15F. AMOUNT
			66,747.00
15G. TOTAL AMOUNT OF CONTRACT			\$ 66,747.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 5 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Richard Rushton, President and COO	20A. NAME OF CONTRACTING OFFICER BETTY S. HOLLEY
19B. NAME OF CONTRACTOR BY 	20B. UNITED STATES OF AMERICA BY 
19C. DATE SIGNED 7/3/00	20C. DATE SIGNED 7/3/00

SECTION B

SUPPLIES/SERVICES AND PRICES

The contractor shall provide all personnel, equipment, tools, materials, and supervision, except as identified as government furnished in Section C, required to perform Base Operating Services (BOS) as defined herein, at Willow Grove PA. Unless otherwise indicated, all Contract Line Item Numbers (CLINs) are firm, fixed priced. The prices for all data requirements identified in the PWS are included in the prices of CLINs set forth in Section B; no separate payment shall be made for any data.

LEGEND:

*TO BE PROVIDED BY THE GOVERNMENT WHEN FUNDS ARE OBLIGATED FOR THE BASIC CONTRACT PERIOD
**TO BE PROVIDED BY THE GOVERNMENT WHEN FUNDS ARE OBLIGATED FOR THE OPTION PERIOD

B-1. ORIENTATION PERIOD: (EST 01 Jul 00 through 31 Oct 00) The contractor shall enter below a one-lot price for the orientation period. Orientation is anticipated to be approximately 120 days; however, since the required orientation tasks are not dependent upon the number of days allowed, the orientation price is for one lot, regardless of the actual number of days realized. Accordingly, no price adjustment will be negotiated for any change in the actual number of days in the orientation period. Orientation will begin five calendar days after the government issues the contractor a written notice to proceed and will continue until actual start of the basic contract period (B-2).

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
0001	AA	Orientation Period IAW Section C	1	LO	\$ 66,747.00

B-2. BASIC CONTRACT PERIOD (EST 01 Nov 00 through 31 Oct 01) Note: The administrative requirements of OMB Circular A-76 may cause a slippage in the beginning of operational performance from the date indicated above. Should such slippage occur, reducing the operational performance to less than twelve calendar months, the government and the contractor will negotiate an equitable adjustment to the firm, fixed monthly price for the first month.

(1) Firm, Fixed Price Monthly Services (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0002	AB	Operation of the Base Supply function IAW Section C, PWS Tabs A and B	12	MO	\$ 72,759.12	\$ 873,109.44
0002	AD	Operation of Fuels in support of Navy	1	LO	2,094.24	2,094.24
0003	AB	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A and C	12	MO	26,028.70	312,344.40
0004	AB	Operation of the Traffic Mgmt function IAW Section C, PWS Tabs A and D	12	MO	17,367.02	208,404.24
0005		Reserved				
0006	AC	Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A and F	12	MO	21,423.18	257,078.16

(2) Labor-Hour Service Call CLINs (Applicable only to PWS Tabs A & F). The prices for CLIN 0011 below are not included in the firm, fixed prices of CLINs 0002 through 0006 above. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance, including update of WIMS. Actual quantities of hours to be required are unknown. However, for evaluation purposes only, estimated quantities are listed in Section M-2, Evaluation Criteria. Offerors shall insert below the price proposed for each labor category listed, including one rate for Normal Duty Hours (NDH) and one rate for Overtime (O/T) for each labor category. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime actually incurred by the contractor IAW the FLSA, for each category. In other words, the government shall be charged the overtime rate ONLY when the contractor is required by the FLSA to pay overtime to the employee. The fixed hourly rates under CLIN 0011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE:**

ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
0011	AC	Service Calls/Projects IAW Section C, Tabs A & F	1	LO	\$ <u>113,245.65</u>

(3) Over and Above Work (Applicable to all PWS Tabs). The prices for CLIN 0013 are not included in the firm, fixed prices set forth for CLINs 0002 through 0006 above. In the event a requirement is identified under CLIN 0013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
0013		Over & Above work which is within the scope of this contract, but not specifically identified herein				
0013AA	AD	Over & Above work in support of the Base Supply function (Tabs A/B) Normal Duty Hours	20	HR	\$ 24.67	19,092.93
0013AB	AD	Over & Above work in support of the Base Supply function (Tabs A/B) Overtime Hours	5	HR	35.26	1717.32
0013AC	AD	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) Normal Duty Hours	20	HR	24.18	226.08
0013AD	AD	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) for Overtime Hours	5	HR	33.62	3290.65
0013AE	AD	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Normal Duty Hours	20	HR	21.28	143.65
0013AF	AD	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Overtime Hours	5	HR	29.26	683.79

(4) Reimbursable Direct Parts and Materials (Applicable to All PWS Tabs). The price(s) for CLIN 0014 is not included in CLINs 0002 through 0006 above. The contractor shall be reimbursed for direct parts and materials through CLIN 0014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
0014		Reimbursable Direct Parts & Materials IAW Section H-19.			
0014AA	AE	Base Supply (Tabs A and B)	1	LO	\$ <u>25,794.23</u>
0014AB	AE	Motor Vehicle Mgmt (Tabs A and C)	1	LO	\$ <u>109,913.48</u>
0014AC	AE	Traffic Management (Tabs A and D)	1	LO	\$ <u>8694.35</u>
0014AD	AF	Real Property Maintenance (Tabs A and F)	1	LO	\$ <u>203,108.12</u>

(5) Emergency, Contingency, and Surge Requirements (Applicable to All PWS Tabs- Except for Tab F). The price(s) for CLIN 0015 is not included in the firm, fixed prices of CLINs 0002 through 0006. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 0015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
0015	AG	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$ 16,268.88

(6) Reimbursable Travel Expenses (Applicable to all PWS Tabs). The price for CLIN 0016 is not

included in CLINs 0002 through 0006 above. The government will reimburse the Contractor for travel and per diem expenses associated with contractor travel required by the government. Such reimbursement shall be made in accordance with the Joint Travel Regulations.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
0016	AH	Reimbursable expenses for government-required travel.	1	LO	\$ 1189.94
0016A A	AJ	Reimbursable travel for Phase IIB AF Capitalization Training Conference	1	LO	\$ 705.00

B-3. ANNUAL OPTION I (The 12 months immediately following the Basic Contract Period). Option may be exercised on or before the last day of the basic contract period.

(1) Firm, Fixed Price Monthly Services (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1002	AK	Operation of the Base Supply function IAW Section C, PWS Tabs A and B	12	MO	\$ 75,702.18	\$ 908,426.16
1002 AA	AK	Operation of Base Supply IAW Modification A00014 – 1 May 02 though 31 Oct 02	6	MO	\$2041.00	\$12,246.00
1002 AB		Manning of Fuel Farm First Option	1	LO	654.90	654.90
1003	AK	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	12	MO	27,005.69	324,068.28
1004	AK	Operation of the Traffic Mgmt function IAW Section C, PWS Tabs A and D	12	MO	18,395.37	220,744.44
1005		Reserved				
1006		Operation of the Real Property Maint function IAW Section C, PWS Tabs A& F	12	MO	20,522.21	246,266.52
1006 AA	AL	Real Property Maintenance Recurring Maintenance/Inspection of real property (land, buildings, structures, utility systems, improvements and appurtenances thereto, including equipment attached to and made a part of buildings and structures)	12	MO	14,698.23	176,378.76
1006 AB	AL	Real Property Services (Grounds maintenance, refuse collection, entomology, plant operation, hoist inspection, operator maintenance, etc.	12	MO	8,632.30	103,587.60

(2) Labor-Hour Service Call CLINs (Applicable only to PWS Tabs A & F). The prices for CLIN 1011 below are not included in the firm, fixed prices of CLINs 1002 through 1006 above. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance, including update of WIMS. Actual quantities of hours to be required are unknown. However, for evaluation purposes only, estimated quantities are listed in Section M-2, Evaluation Criteria. Offerors shall insert below the price proposed for each labor category listed, including one rate for Normal Duty Hours (NDH) and one rate for Overtime (O/T) for each labor category. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime actually incurred by the contractor IAW the FLSA, for each category. In other words, the government shall be charged the overtime rate ONLY when the contractor is required by the FLSA to pay overtime to the employee. The fixed hourly rates under CLIN 1011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
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1011		Service Calls/Projects IAW Section C, Tabs A &F			.
1011AA	AL	Nonrecurring Repair/replacement of real property as defined in 1006AA	1	LO	<u>\$118,500.00</u>
1011AB	AL	Nonrecurring services as defined in 1006AB above (also including snow removal, equipment cleaning, equipment repair, etc.)	1	LO	<u>\$ 72,500.00</u>

(3) Over and Above Work (Applicable to all PWS Tabs). The prices for CLIN 1013 are not included in the firm, fixed prices set forth for CLINs 1002 through 1006 above. In the event a requirement is identified under CLIN 1013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
1013		Over & Above work which is within the scope of this contract, but not specifically identified herein				
1013AA	AM	Over & Above work in support of the Base Supply function (Tabs A/B) Normal Duty Hours	20	HR	\$ 24.67	\$11,403.65
1013AB	AM	Over & Above work in support of the Base Supply function (Tabs A/B) Overtime Hours	20	HR	35.26	6,401.81
1013AC	AM	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) Normal Duty Hours	25	HR	24.18	649.00
1013AD	AM	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) for Overtime Hours	25	HR	33.62	2,399.82
1013AE	AM	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Normal Duty Hours	25	HR	21.28	1,174.12
1013AF	AM	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Overtime Hours	25	HR	29.26	3,074.00

(4) Reimbursable Direct Parts and Materials (Applicable to All PWS Tabs). The price for CLIN 1014 is not included in CLINs 1002 through 1006 above. The contractor shall be reimbursed for direct parts and materials through CLIN 1014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
1014		Reimbursable Direct Parts & Materials IAW Section H-19.			
1014AA	AN	Base Supply (Tabs A and B)	1	LO	\$ 22,000.00
1014AB	AN	Motor Vehicle Mgmt (Tabs A and C)	1	LO	\$ 152,000.00
1014AC	AN	Traffic Management (Tabs A and D)	1	LO	\$ 12,000.00
1014AD	AP	Replacement parts/Equipment rental for real property maintenance/repair as defined in 1006AA (Tabs A and F)	1	LO	<u>\$231,787.48</u>
1014AE	AP	Replacement parts, Equipment rental, Supplies, Equipment, etc. for real property services as defined in 1006AB (sand, GFE parts, admin supplies and equipment, etc.)(Tabs A and F)	1	LO	<u>\$100,000.00</u>

(5) Emergency, Contingency, and Surge Requirements (Applicable to All PWS Tabs- Except for Tab F). The price(s) for CLIN 1015 is not included in the firm, fixed prices of CLINs 1002 through 1006. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 1015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
1015	**	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$ **
1015AA	AQ	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$ 5,000.00
1015AB	AS	Contractor support for Operation Noble Eagle	1	LO	\$ 0.00

(6) Reimbursable Travel Expenses (Applicable to all PWS Tabs). The price for CLIN 1016 is not included in CLINs 1002 through 1006 above. The government will reimburse the Contractor for travel and per diem expenses associated with contractor travel required by the government. Such reimbursement shall be made in accordance with the Joint Travel Regulations.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
1016	AR	Reimbursable expenses for government-required travel.	1	LO	\$ 10,000.00

B-4. ANNUAL OPTION II (The 12 months immediately following Annual Option I). Option may be exercised on or before the last day of Annual Option I.

(1) Firm, Fixed Price Monthly Services (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
2002	AT	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	12	MO	\$ 80,122.24	\$ 961,466.88
2003	AT	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	12	MO	27,449.15	329,389.80
2004	AT	Operation of the Traffic Mgmt function IAW Section C, PWS Tabs A & D	12	MO	18,938.75	227,265.00
2005		Reserved				
2006	**	Operation of the Real Property Maint function IAW Section C, PWS Tabs A & F				
2006 AA	AU	Real Property Maintenance Recurring Maintenance/Inspection of real property (land, buildings, structures, utility systems, improvements and appurtenances thereto, including equipment attached to and made a part of buildings and structures)	12	MO	15,559.71	186,716.52
2006 AB	AV	Real Property Services (Grounds maintenance, refuse collection, entomology, plant operation, hoist inspection, operator maintenance, etc.	12	MO	9,138.25	109,659.00

(2) Labor-Hour Service Call CLINs (Applicable only to PWS Tabs A & F). The prices for CLIN 2011 below are not included in the firm, fixed prices of CLINs 2002 through 2006 above. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance, including update of WIMS. Actual quantities of hours to be required are unknown. However, for evaluation purposes only, estimated quantities are listed in Section M-2, Evaluation Criteria. Offerors shall insert below the price proposed for each labor category listed, including one rate for Normal Duty Hours (NDH) and one rate for Overtime (O/T) for each labor category. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime actually incurred by the contractor IAW the FLSA, for each category. In other words, the government

shall be charged the overtime rate ONLY when the contractor is required by the FLSA to pay overtime to the employee. The fixed hourly rates under CLIN 2011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
2011		Service Calls/Projects IAW Section C, Tabs A &F			.
2011AA	AW	Nonrecurring Repair/replacement of real property as defined in 2006AA	1	LO	<u>\$60,000.00</u>
2011AB	AX	Nonrecurring services as defined in 2006AB above (also including snow removal, equipment cleaning, equipment repair, etc.)	1	LO	<u>\$138,235.46</u>

(3) Over and Above Work (Applicable to all PWS Tabs). The prices for CLIN 2013 are not included in the firm, fixed prices set forth for CLINs 2002 through 2006 above. In the event a requirement is identified under CLIN 2013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
2013		Over & Above work which is within the scope of this contract, but not specifically identified herein				
2013AA	AY	Over & Above work in support of the Base Supply function (Tabs A/B) Normal Duty Hours	20	HR	\$ 24.67	\$ 348.96
2013AB	AY	Over & Above work in support of the Base Supply function (Tabs A/B) Overtime Hours	5	HR	35.26	1,482.86
2013AC	AY	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) Normal Duty Hours	20	HR	24.18	106.36
2013AD	AY	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) for Overtime Hours	5	HR	33.62	2,079.16
2013AE	AY	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Normal Duty Hours	20	HR	21.28	264.55
2013AF	AY	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Overtime Hours	5	HR	29.26	579.97

(4) Reimbursable Direct Parts and Materials (Applicable to All PWS Tabs). The price for CLIN 2014 is not included in CLINs 2002 through 2006 above. The contractor shall be reimbursed for direct parts and materials through CLIN 2014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
2014		Reimbursable Direct Parts & Materials IAW Section H-19.			
2014AA	AZ	Base Supply (Tabs A and B)	1	LO	\$ 17,032.13
2014AB	AZ	Motor Vehicle Mgmt (Tabs A and C)	1	LO	\$ 178,191.00
2014AC	AZ	Traffic Management (Tabs A and D)	1	LO	\$ 10,097.56
2014AD	BA	Replacement Parts/Equipment rental for real property maintenance/repairs as defined in 2006AA (Tabs A and F)	1	LO	\$ 204,020.44

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
		maintenance/repair as defined in 2006AA (Tabs A and F)			
2014AE	BB	Replacement parts, Equipment rental, Supplies, Equipment, etc. for real property services as defined in 2006AB (sand, GFE parts, admin supplies and equipment, etc.) (Tabs A and F)	1	LO	\$187,688.96

(5) Emergency, Contingency, and Surge Requirements (Applicable to All PWS Tabs- Except for Tab F). The price(s) for CLIN 2015 is not included in the firm, fixed prices of CLINs 2002 through 2006. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 2015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
2015	**	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$**
2015AA	BC	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$7,307.20
2015AB	BD	Contractor support for Operation Noble Eagle	1	LO	\$0

(6) Reimbursable Travel Expenses (Applicable to all PWS Tabs). The price for CLIN 2016 is not included in CLINs 2002 through 2006 above. The government will reimburse the Contractor for travel and per diem expenses associated with contractor travel required by the government. Such reimbursement shall be made in accordance with the Joint Travel Regulations.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
2016	BE	Reimbursable expenses for government-required travel.	1	LO	\$ 5,567.68

B-5. ANNUAL OPTION III (The 12 months immediately following Annual Option II). Option may be exercised on or before the last day of Annual Option II.

(1) Firm, Fixed Price Monthly Services (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
3002	CA	Operation of the Base Supply function IAW Section C, PWS Tabs A and B	12	MO	\$82,552.82	\$ 990,633.84
3003	CA	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	12	MO	28,106.93	337,283.16
3004	CA	Operation of the Traffic Mgmt function IAW Section C, PWS Tabs A and D	12	MO	19,350.13	232,201.56
3005		Reserved				
3006		Operation of the Real Property Maint function IAW Section C, PWS Tabs A & F				
3006A A	CB	Real Property Maintenance Recurring Maintenance/Inspection of real property (land, buildings, structures, utility systems, improvements and appurtenances thereto, including equipment attached to and made a part of buildings and structures)	12	MO	16,385.33	196,623.96
3006A B	CC	Real Property Services (Grounds maintenance, refuse collection, entomology, plant operation, hoist inspection, operator maintenance, etc.	12	MO	9,640.89	115,690.68

(2) Labor-Hour Service Call CLINs (Applicable only to PWS Tabs A & F). The prices for CLIN 3011

below are not included in the firm, fixed prices of CLINs 3002 through 3006 above. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance, including update of WIMS. Actual quantities of hours to be required are unknown. However, for evaluation purposes only, estimated quantities are listed in Section M-2, Evaluation Criteria. Offerors shall insert below the price proposed for each labor category listed, including one rate for Normal Duty Hours (NDH) and one rate for Overtime (O/T) for each labor category. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime actually incurred by the contractor IAW the FLSA, for each category. In other words, the government shall be charged the overtime rate ONLY when the contractor is required by the FLSA to pay overtime to the employee. The fixed hourly rates under CLIN 3011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
3011		Service Calls/Projects IAW Section C, Tabs A & F			
3011AA	CD	Nonrecurring Repair/replacement of real property as defined in 3006AA	1	LO	\$134,200.00
3011AB	CE	Nonrecurring services as defined in 3006AB above (also including snow removal, equipment cleaning, equipment repair, etc.)	1	LO	\$156,936.00

(3) Over and Above Work (Applicable to all PWS Tabs). The prices for CLIN 3013 are not included in the firm, fixed prices set forth for CLINs 3002 through 3006 above. In the event a requirement is identified under CLIN 3013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
3013		Over & Above work which is within the scope of this contract, but not specifically identified herein				
3013AA	CF	Over & Above work in support of the Base Supply function (Tabs A/B) Normal Duty Hours	20	HR	\$ 24.67	\$ 11,700.00
3013AB	CF	Over & Above work in support of the Base Supply function (Tabs A/B) Overtime Hours	5	HR	35.26	3,130.05
3013AC	CF	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) Normal Duty Hours	20	HR	24.18	5,450.00
3013AD	CF	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) for Overtime Hours	5	HR	33.62	7,138.00
3013AE	CF	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Normal Duty Hours	20	HR	21.28	2,441.00
3013AF	CF	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Overtime Hours	5	HR	29.26	3,150.00

(4) Reimbursable Direct Parts and Materials (Applicable to All PWS Tabs). The price for CLIN 3014 is not included in CLINs 3002 through 3006 above. The contractor shall be reimbursed for direct parts and materials through CLIN 3014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
3014		Reimbursable Direct Parts & Materials IAW Section H-19.			
3014AA	CG	Base Supply (Tabs A and B)	1	LO	\$ 28,600.00
3014AB	CG	Motor Vehicle Mgmt (Tabs A and C)	1	LO	\$189,200.00
3014AC	CG	Traffic Management(Tabs A and D)	1	LO	\$ 13,200.00
3014AD	CH	Replacement parts/Equipment rental for real property maintenance/repair as defined in 3006AA (Tab A and F)	1	LO	\$260,150.00
3014AE	CJ	Replacement parts, Equipment rental, Supplies, Equipment, etc. for real property services as defined in 1006AB (sand, GFE parts, admin supplies and equipment, etc.)	1	LO	\$162,436.00.

(5) Emergency, Contingency, and Surge Requirements. (Applicable to All PWS Tabs- Except for Tab F)
The price(s) for CLIN 3015 is not included in the firm, fixed prices of CLINs 3002 through 3006. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 3015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
3015		Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	
3015AA	CK	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$ 22,000.00.
3015AB	CL	Contractor support for Operation Noble Eagle	1	LO	\$ 22,000.00

(6) Reimbursable Travel Expenses (Applicable to all PWS Tabs). The price for CLIN 3016 is not included in CLINs 3002 through 3006 above. The government will reimburse the Contractor for travel and per diem expenses associated with contractor travel required by the government. Such reimbursement shall be made in accordance with the Joint Travel Regulations.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
3016	CM	Reimbursable expenses for government-required travel.	1	LO	\$ 22,000.00

B-6. ANNUAL OPTION IV (The 12 months immediately following Annual Option III). Option may be exercised on or before the last day of Annual Option III.

(1) Firm, Fixed Price Monthly Services (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
4002	**	Operation of the Base Supply function IAW Section C, PWS Tabs A and B	12	MO	\$ 83,010.01	\$ 996,120.12
4003	**	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	12	MO	28,293.96	339,527.52
4004	**	Operation of the Traffic Mgmt function IAW Section C, PWS Tabs A and D	12	MO	19,524.46	234,293.52
4005		Reserved				
4006	**	Operation of the Real Property Maint function IAW Section C, PWS Tabs A & F	12	MO		

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
4006 AA	**	Real Property Maintenance Recurring Maintenance/Inspection of real property (land, buildings, structures, utility systems, improvements and appurtenances thereto, including equipment attached to and made a part of buildings and structures)	12	MO	16,521.70	\$ 198,260.40
4006 AB	**	Real Property Services (Grounds maintenance, refuse collection, entomology, plant operation, hoist inspection, operator maintenance, etc.	12	MO	9,720.99	\$ 116,651.88

(2) Labor-Hour Service Call CLINs (Applicable only to PWS Tabs A & F). The prices for CLIN 4011 below are not included in the firm, fixed prices of CLINs 4002 through 4006 above. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance, including update of WIMS. Actual quantities of hours to be required are unknown. However, for evaluation purposes only, estimated quantities are listed in Section M-2, Evaluation Criteria. Offerors shall insert below the price proposed for each labor category listed, including one rate for Normal Duty Hours (NDH) and one rate for Overtime (O/T) for each labor category. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime actually incurred by the contractor IAW the FLSA, for each category. In other words, the government shall be charged the overtime rate ONLY when the contractor is required by the FLSA to pay overtime to the employee. The fixed hourly rates under CLIN 4011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
4011		Service Calls/Projects IAW Section C, Tabs A & F			
4011AA	**	Nonrecurring Repair/replacement of real property as defined in 4006AA	1	LO	\$ **
4011AB	**	Nonrecurring services as defined in 4006AB above (also including snow removal, equipment cleaning, equipment repair, etc.)	1	LO	\$ **

(3) Over and Above Work (Applicable to all PWS Tabs). The price of CLIN 4013 is not included in the firm, fixed prices set forth for CLINs 4002 through 4006 above. In the event a requirement is identified under CLIN 4013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
4013		Over & Above work which is within the scope of this contract, but not specifically identified herein				
4013AA	**	Over & Above work in support of the Base Supply function (Tabs A/B) Normal Duty Hours	20	HR	\$ 24.67	\$ 493.40
4013AB	**	Over & Above work in support of the Base Supply function (Tabs A/B) Overtime Hours	5	HR	35.26	176.30
4013AC	**	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) Normal Duty Hours	20	HR	24.18	483.60

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
4013AD	**	Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A/C) for Overtime Hours	5	HR	33.62	168.10
4013AE	**	Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Normal Duty Hours	20	HR	21.28	425.80
4013AF		Over & Above work in support of the Traffic Mgmt function (Tabs A/D) for Overtime Hours	5	HR	29.26	146.30

(4) Reimbursable Direct Parts and Materials (Applicable to All PWS Tabs). The prices for CLIN 4014 are not included in CLINs 4002 through 4006 above. The contractor shall be reimbursed for direct parts and materials through CLIN 4014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
4014		Reimbursable Direct Parts & Materials IAW Section H-19.			
4014AA	**	Base Supply (Tabs A and B)	1	LO	\$ **
4014AB	**	Motor Vehicle Mgmt (Tabs A and C)	1	LO	\$ **
4014AC	**	Traffic Management (Tabs A and D)	1	LO	\$ **
4014AD	**	Real Property Maintenance (Tabs A and F)	1	LO	\$ **

(5) Emergency, Contingency, and Surge Requirements (Applicable to All PWS Tabs-Except for Tab F). The price(s) for CLIN 4015 is not included in the firm, fixed prices of CLINs 4002 through 4006. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 4015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
4015	**	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$ **
4015AA	**	Contractor support for Emergency, Contingency & Surge Requirements IAW Section C, PWS Tabs A through D	1	LO	\$ **
4015AB	**	Contractor support for Operation Noble Eagle	1	LO	\$ **

(6) Reimbursable Travel Expenses (Applicable to all PWS Tabs). The price for CLIN 4016 is not included in CLINs 4002 through 4006 above. The government will reimburse the Contractor for travel and per diem expenses associated with contractor travel required by the government. Such reimbursement shall be made in accordance with the Joint Travel Regulations.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
4016	**	Reimbursable expenses for government-required travel.	1	LO	\$ **

NOTE: AN OPTION IS CONSIDERED TO HAVE BEEN EXERCISED AT THE TIME THE GOVERNMENT DEPOSITS WRITTEN NOTIFICATION TO THE CONTRACTOR IN THE MAILS.

B-7. CLAUSES AND PROVISIONS

(a) Clauses and provisions from the Federal Acquisition Regulations (FAR) and supplements thereto are incorporated into this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in

consecutive order.

(c) Sections K, L, and M of the RFP have been physically removed from this contract, but are deemed to be incorporated herein by reference.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- a. All work called for under the Contract Line Item Numbers (CLINs) in Section B shall be performed in accordance with the Performance Work Statement (PWS) dated 26 Jun 00, which is Attachment 1 hereto.
- b. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the commercial contractor.

SECTION E

INSPECTION AND ACCEPTANCE

E-1. REQUIREMENTS FOR DATA ACCEPTANCE

- a. The contractor shall be responsible for establishing a method acceptable to the government for tracking all data item submissions as indicated on DD Forms 1423 incorporated elsewhere in this contract. Complete records of all submissions by the contractor shall be maintained and made available to the government during contract performance. The contractor may submit data items in either hard copy or by electronic means.
- b. When approval is required in block 8 of the DD Form 1423 and unless limits are specified in the data item or elsewhere in the contract, the ACO shall accept and/or furnish written comments to the Contractor within thirty (30) calendar days after receipt of each data item. Upon written communication, this date may be extended by mutual agreement between the parties. Contractor corrections/resubmittals resulting from Government comments shall be accomplished within fifteen (15) calendar days after receipt of the ACO's notification. Technical acceptance (or rejection) will be provided to the ACO by the Technical Office (OPR) shown in block 6 of the DD Forms 1423. Contractual acceptance (or rejection) will be provided to the contractor by the ACO based on the technical acceptance (or rejection) received from the OPR.
- c. When approval is not required, the Government reserves the right to reject data submittals and require correction/resubmittal if the Government determines that data are inaccurate, incomplete or otherwise deficient, notwithstanding that the ACO may have previously acknowledged receipt of the data. Rejected data items, with Government comments, will be returned by the ACO to the contractor within thirty (30) calendar days after receipt of each data item. Upon written communication, this date may be extended by mutual agreement between the parties. Contractor corrections/resubmittals resulting from Government comments shall be accomplished within fifteen (15) calendar days after receipt of the ACO's notification.

E-2. 52.246-3 INSPECTION OF SUPPLIES -COST REIMBURSEMENT (APR 1984)

E-3. 52.246-4 INSPECTION OF SERVICES -FIXED-PRICE (AUG 1996)

E-4. 52.246-5 INSPECTION OF SERVICES -COST REIMBURSEMENT (APR 1984)

E-5. 52.246-6 INSPECTION - TIME AND MATERIALS AND LABOR HOUR (JAN 1986)

SECTION F

DELIVERIES OR PERFORMANCE

F-1. PLACE OF PERFORMANCE: All services are to be performed at WILLOW GROVE ARS PA.

F-2. PERIOD OF PERFORMANCE: Performance under this contract shall be from 01 Jul 00 through 31 Oct 01, except as may be extended by exercise of option.

F-3. 52.242-15 STOP WORK ORDER (AUG 1989)

F-4. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

SECTION G
CONTRACT ADMINISTRATION DATA

G-1. AFFARS 5352.232-9000 REMITTANCE ADDRESS

(MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

G-2. ALLOTMENT OF FUNDS

a. The Government reserves the right to unilaterally increase or decrease the funds allotted herein for CLINs 0011-0016 and corresponding option CLINS by Change Order to the basic contract, citing this Section G-2 as the authority for the modification.

b. The contractor shall notify the Government in writing at the earliest practicable time, whenever it believes that the cost expected to be incurred for each CLIN, numbers 0011-0015 and the corresponding option CLINs, within the succeeding thirty (30) days will exceed 85% of the amount stated in the Schedule, as modified. The contractor shall not perform work which will result in exceeding 100% of the amount stated in the Schedule, as modified.

G-3. INVOICE REQUIREMENTS

a. Invoices (3 copies) shall be submitted monthly, not later than the 15th of the month, for work performed or reimbursable purchases (including travel and/or training) occurring during the previous month. Invoices shall be in the format described below.

(1) The firm, fixed price for each such CLIN shall be separately identified.

(2) Charges for service calls performed under Tab F, Real Property Maintenance, shall be separately identified on the invoice, sorted by service call number. The invoice shall contain charges only for service calls completed (including update of WIMS) during the preceding month. The invoice shall not contain charges for partial service calls, e.g., only labor, only materials, partial labor, partial materials, or any combination thereof, which constitutes partial billing of a service call. Invoices containing charges for any service call(s) which do not match the information contained in WIMS for the same service call will not be paid. At the ACO's discretion, the entire invoice may be returned to the contractor for resubmission after update of WIMS or the ACO may make partial payment of the invoice and request resubmission of any partial billing.

(3) Charges for Over-and-Above (O&A) CLINs shall be separately identified by sub-CLIN.

(4) Charges for Reimbursable Parts and Materials (including equipment and/or training) shall be separately identified by functional area (Tab B, Tab C, Tab F, etc).

(5) Charges for Emergency, Contingency, and Surge Requirements performed shall be separately identified under the appropriate CLINs.

(6) Charges for Travel performed shall be separately identified under the appropriate CLINs.

b. The contractor shall not include on its invoice charges for reimbursable parts, materials, equipment and/or training, (including travel) unless said charges were authorized by the government in accordance with contract requirements. Proof of the authorization shall be retained on file at the base and subject to government audit at any time.

G-4. ACCOUNTING AND APPROPRIATION DATA:

FUNDS RECAP

ORIENTATION AND BASE YEAR

							CLIN #	
AA	570372	540	6238101520	01	57010	503000	0001	\$ 66,747.00
AB	5713740	541	6238C38784	01	57020	503000	0002, 0003, 0004	\$1,393,585.08
AC	5713740	541	6238C34458	01	57050	503000	0006, 0011	\$ 370,323.83
AD	5713740	541	6238C38784	01	57060	503000	0013, 002AA	\$ 27,248.05
AE	5713740	541	6238C38784	01	57070	503000	0014AA-AC	\$ 144,402.06
AF	5713740	541	6238C34430	01	57070	503000	0014AD	\$ 203,108.12
AG	5713740	541	6238C38784	01	57080	503000	0015	\$ 16,268.88
AH	5713740	541	6238C01010	01	57090	503000	0016	\$ 1,189.74
AJ	97XXXX	49305CF1	001 230.01	F1	21.11		0016AA	\$ 705.00

TOTAL \$2,223,850.76

FIRST OPTION YEAR

AK	5723740	542	6238C38784	01	57020	503000	1002, 1003, 1004	\$1,466,139.78
AL	5723740	542	6238C34458	01	57050	503000	1006AA-AB, 1011AA-AB	\$ 470,966.36
AM	5723740	542	6238C38784	01	57060	503000	1013AA-AF	\$ 25,102.38
AN	5723740	542	6238C38784	01	57070	503000	1014AA-AC	\$ 186,000.00
AP	5723740	542	6238C34430	01	57070	503000	1014AD-AE	\$ 331,787.48
AQ	5723740	542	6238C38784	01	57080	503000	1015AA	\$ 5,000.00
AR	5723740	542	6238C01010	01	57090	503000	1016	\$ 10,000.00
AS	5723740	542	6238C38784	01	57080	503000	T1015AB C	\$ 0-

TOTAL \$2,494,996.00

SECOND OPTION YEAR

AT	5733740	543	6238C38784	01	57020	503000	2002, 2003, 2004	\$1,518,121.68
AU	5733740	543	6238C34430	01	57020	503000	2006AA	\$ 186,716.52
AV	5733740	543	6238C34458	01	57020	503000	2006AB	\$ 109,659.00
AW	5733740	543	6238C34430	01	57050	503000	2011AA	\$ 60,000.00
AX	5733740	543	6238C34458	01	57050	503000	2011AB	\$ 138,235.46
AY	5733740	543	6238C38784	01	57060	503000	2013 AA-AF	\$ 4,861.26
AZ	5733740	543	6238C38784	01	57070	503000	2014 AA-AC	\$ 205,320.69
BA	5733740	543	6238C34430	01	57070	503000	2014AD	\$ 204,020.55
BB	5733740	543	6238C34458	01	57070	503000	2014AE	\$ 187,688.96
BC	5733740	543	6238C38784	01	57080	503000	2015AA	\$ 7,307.20
BD	5733740	543	6238C38784	01	57080	503000	T2015AB	\$ 00
BE	5733740	543	6238C01010	01	57090	503000	2016	\$ 5,567.68

TOTAL \$2,627,499.00

THIRD OPTION YEAR

CA	5743740	544	6238C38784	01	57020	503000	3002, 3003, 3004	\$1,560,118.56
CB	5743740	544	6238C34430	01	57020	503000	3006AA	\$ 196,623.96
CC	5743740	544	6238C34458	01	57020	503000	3006AB	\$ 115,690.68
CD	5743740	544	6238C34430	01	57050	503000	3011AA	\$ 134,200.00
CE	5743740	544	6238C34458	01	57050	503000	3011AB	\$ 156,936.00
CF	5743740	544	6238C38784	01	57060	503000	3013 AA-AF	\$ 33,009.05
CG	5743740	544	6238C38784	01	57070	503000	3014 AA-AC	\$ 231,000.00

CH	5743740	544	6238C34430	01	57070	503000	3014AD	\$ 260,150.00
CJ	5743740	544	6238C34458	01	57070	503000	3014AE	\$ 162,436.00
CK	5743740	544	6238C38784	01	57080	503000	3015AA	\$ 22,000.00
CL	5743740	544	6238C38784	01	57080	503000	3015AB	\$ 22,000.00
CM	5743740	544	6238C01010	01	57090	503000	3316	\$ 22,000.00

TOTAL \$2,916,164.25

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1. 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (IAW AFFARS 5323.890-7) MAY 1996

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements: (1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and (2) may not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS.

(c) For the purposes of Air Force policy, the following are Class I ODS: (1) Halons: 1011, 1202, 1211, 1301 and 2402; (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
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None

To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

H-2. 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS JUN 1997 (IAW AFFARS 5323.9002)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards

(AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the changes clauses of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

**H-3. 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS MAY 1996
(IAW AFFARS 5342.490-1)**

(a) The contractor shall obtain from the issuing base pass and registration office vehicle registration for all contractor employee vehicles driven on the Air Force installation(s) cited in the contract. The contractor shall provide contractor employees with photo identification cards/badges. Contractor personnel are required to wear or prominently display identification badges while visiting or performing work on the installation. Controlled/restricted area badges shall be obtained from the issuing base pass and registration office for personnel requiring access to the flight line or other controlled/restricted areas.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for controlled/restricted area badges or vehicle registration. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individuals(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle registration.

(c) During performance of the contract, the contractor shall be responsible for providing required identification for newly assigned personnel and for prompt receipt of all identification cards/badges and return of vehicle registration for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract, the prime contractor shall obtain all identification cards/badges issued to employees and subcontractor employees. Controlled/restricted area badges shall be returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all controlled/restricted area badges and vehicle registration forms have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment,

**H-4. 5352.204-9100 VEHICLE OPERATION AND REGISTRATION DEC 1994
(AFRC) (IAW AFRC FARS 5304.103)**

Security Police, Pass and Registration Section, requires that all personnel entering the base by motor vehicle register their vehicle at Pass and Registration.

**H-5. 5352.228-9102 REQUIRED INSURANCE (IAW AFRCFARS 5328.310(b)) NOV 1997
(AFRC)**

Reference FAR clause entitled "Insurance..." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(a) Workers' Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workers' Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(b) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy.

(c) Automobile Liability Insurance. The insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per occurrence for property damage shall be and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

H-6. 5352.228-9100 CERTIFICATION OF COMPLIANCE WITH CONTRACT JAN 1998
(AFRC) INSUREMENT REQUIREMENTS
(IAW AFRCFARS 5328.310(a))

The contractor shall complete and submit the following certification acknowledging compliance with contract insurance requirements prior to issuance of the notice to proceed (construction) or beginning performance (all other).

Acknowledge and Certification of Compliance with
Contract Insurance Requirements Certificate
Contract No F09634-00-C0004

The undersigned Contractor hereby acknowledges that he has read and understands the insurance requirements specified in this contract and hereby certifies (1) that such insurance shall be maintained in at least the amounts and types as stated in FAR 28.307-2 and during any modifications and/or time extensions granted thereto; (2) that the required insurance policies shall contain an endorsement to the effect that any cancellation of material changes adversely affecting the Government's interest shall not be effective for such period as the laws of the State in which this contract is to be performed prescribe, or until thirty (30) days after the insurer or contractor gives written notice to the Contracting Officer, whichever period is longer; (3) that Pennsylvania Worker's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for and during the entire performance period and for any modifications and/or time extensions granted thereto; (4) that a copy of all subcontractor's proofs of required insurance shall be maintained and shall be made available to the Contracting Officer upon request. This agreement shall be a part of subject contract and shall be legally binding and enforceable at law.

<u>INSURANCE COMPANY(S):</u>	<u>CONTRACTOR:</u>
NAME: _____	_____ Company Name
ADDRESS: _____	_____ (Typed POC Name and Title)
POLICY #: _____	_____ (Address)
TELEPHONE #: _____	_____ (Date)
	_____ (Authorized Signature)

H-7. 5352.237-9101 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS DEC 1994
(AFRC) WITH ITS OWN PERSONNEL
(IAW AFRCFARS 5337.110(b))

(a) The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war, emergencies, police actions, and acts of God.

(b) The Government reserves the right to take over performance of the contract in the event of a labor strike by the Contractor's employees which impairs the Contractor's ability to satisfactorily perform the contract. In such event, the services shall be performed exclusively by government employees and not a mix of Government and nonstriking contractor employees. Under such circumstances and at the direction of the Contracting Officer, the Contractor agrees to remove its nonstriking force from the performance site and not to interfere in any way with Government performance. The Contractor further agrees under such circumstances to permit the Government to use any essential contractor-furnished property. The Government will equitably compensate the contractor for use of such property.

(c) Such performance described in paragraph (a) above will not constitute a Breach of Contract by the Government within the meaning of FAR 52.249-8, Default (Fixed-Price Supply and Service).

(d) In the event contract functions are performed by Government personnel, the Government shall be entitled to a pro-rata decrease in contract price for the period of time such services are performed.

H-8. 5352.237-9102 PERMITS AND LICENSES DEC 1994
(AFRC) (IAW AFRCFARS 5337.110 (c))

In performance of work hereunder, the Contractor shall procure and keep effective all necessary permits and licenses required by the Federal, State, or local Government, or subdivision thereof, or of any other duly constituted public authority, and shall obey and abide by all applicable laws, regulations, and ordinances.

H-9. Reserved

H-10. PREPERFORMANCE CONFERENCE

The Contractor will be required to attend a preperformance conference during the orientation phase of the contract. The purpose of this conference is to review all contract requirements and establish contact points and channels of communication. The Administrative Contracting Officer will chair the conference and prepare/publish minutes to record the discussions that take place during the conference.

H-11. SERVICE CONTRACT ACT
(Applies to all CLINs except 0014 and 0016 and the corresponding option CLINs.)

This contract is subject to the Service Contract Act of 1965, as amended. The applicable wage determination (No. 94-2449, Rev. No. 9) of the Secretary of Labor is attached. (See Attachment 2). Price adjustments to the wage rates and fringe benefits will be handled IAW FAR 52.222-43.

H-12. Reserved

H-13. GOVERNMENT PROPERTY

a. In accordance with the contract clause entitled "Government Property (Fixed-Price Contracts)", the supplies, equipment, facilities and other property identified in the Performance Work Statement, shall be provided for use in the performance of this contract.

b. The FOB point for Government Furnished Property is destination.

c. The Contractor hereby agrees that such Government furnished supplies, equipment, facilities and other property as may be furnished on this contract will not be utilized in performance of any other Government contract, sub-contract or commercial work, unless prior written approval is obtained from the ACO.

H-14. OVER AND ABOVE WORK PROCEDURES

a. Upon request by the Administrative Contracting Officer (ACO) or upon identification by the contractor of necessary over and above effort, the contractor shall prepare written work request proposals and submit to the ACO. As a minimum, the proposals must reference the contract number, be serially numbered, include a description of the over and above effort required, identify the number of regular-time and/or overtime hours as well as the type and cost of materials required, specify the estimated period for completion, and specify any impact to the contract delivery schedule. The ACO, in coordination with the QAE or FAC, will verify the need for the proposed work, ensure the effort is outside the basic contract requirements, and evaluate the reasonableness of proposed labor hours and the necessity of the proposed materials. (Note that while materials are evaluated in this over and above process, all material costs will be reimbursed under CLIN 0014).

b. As a rule, the ACO will negotiate all over and above effort prior to authorizing the contractor to proceed. This authorization, which must be provided in writing, will express the agreed-to-labor hours, approved materials, and performance period for the work request. For those actions which cannot be definitized prior to the date of

required performance, the ACO may authorize the contractor to commence performance up to completion of 40% of the work, at which point the contractor shall cease performance until negotiations are completed. Failure to agree upon a reasonable price shall be considered a question of fact subject to the "Disputes" clause of the contract. Undefined work request proposal shall be definitized by the use of Standard Form 30.

c. Fixed Hourly Rate Items. The price negotiated by the ACO shall be based on "hands-on" labor hours multiplied by the contract fixed hourly rate. The fixed hourly rate includes charges for "hands-on" labor cost; any labor cost not included in the definition of "hands-on" labor for which the contractor accounts as direct labor; burdens; general and administration expenses; other allowable costs; and profit. The fixed hourly rate does not include direct parts and materials.

d. "Hands-on" labor hours are limited to that labor performed by personnel actually engaged in the direct performance or work required. "Hands-on" labor shall not include any labor performed by support or supervisory type personnel, such as, but not limited: timekeepers, payroll clerks, purchasing, materials handling, quality control, storing and issuing personnel. Quality control personnel are considered as those personnel who apply standards to finished work/products to determine that finished production work is serviceable in all respects.

e. At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or the Government may request a negotiation to establish a firm fixed-price (fixed-price CLIN) for that item for the remaining life of the contract.

H-15. Reserved

H-16. Reserved

H-17. Reserved

H-18. DEFINITION - DIRECT PARTS AND MATERIALS

"Direct Parts and Materials" are those parts or materials purchased, supplied, manufactured, or fabricated by the contractor for the purpose of performing the services required by this contract. The contractor shall be reimbursed for the actual costs of direct parts and material consumed in the performance of the contract, except as expressly stated below. "Direct Parts and Materials" shall not include parts and materials wherein the cost of such is otherwise covered in the indirect rates used in determining the fixed prices under this contract. "Direct Parts and Materials" shall include equipment rental, and subcontract work, when specifically authorized and approved in writing by the BCE for Tab F and by the responsible FAC/AO for remaining Tabs. Reimbursement will be made only for those subcontract costs outside the normal scope of the fixed monthly price (for all Tabs) and labor-hour CLINs for real property maintenance (Tab F). Under no circumstances shall payment be made for the same labor under CLIN 0011 and CLIN 0014. Reimbursement for subcontract work will allow for reimbursement of general and administrative expenses at the rate proposed for the fixed price line items included in the contractor's final proposal revision submitted in response to the solicitation. The Contractor is totally responsible for subcontract work, including quality and timeliness. Reimbursement by the Government shall not include any penalties or premium rental which occurred due to the Contractor's actions or inactions in not returning the equipment in a timely manner. Likewise, the Government will not reimburse the contractor for any damages caused to rental equipment due to negligence of the contractor or its employees.

H-19. REIMBURSABLE DIRECT PARTS AND MATERIALS
(Applies to CLINs 0014 and the corresponding option CLINs)

a. To the extent that the provisions of the Schedule provide for reimbursement to the Contractor for the cost of direct parts and materials, the Government will reimburse the Contractor the actual purchase price of such parts and materials as determined by the ACO to be allowable in accordance with Part 31 of the Federal Acquisition Regulation in effect on the date of this contract, subject to such further definition and limitations as may be included in the Schedule of this contract. For Tab F CLINs 0011 and 0013 and all corresponding option CLINs, reimbursement shall be made only after completion of work and acceptance by the government, except for those materials approved by the government to be managed as bench stock. Reimbursement for all remaining direct parts and materials will be made in accordance with FAR clause 52.216-7, Allowable Cost and Payment, and the balance of the requirements established under this (H-19) clause.

b. Only the cost of direct parts and materials as defined in H-18 shall be allowable. No charges shall be allowable for overhead, material handling, G & A, or any other indirect expense, nor profit, (except for G&A applied to subcontract work as described in H-18) in connection with reimbursement of direct parts and materials. In the event of any doubt as to whether any part or material is "direct" and thereby reimbursable under this clause, a determination will be made by the ACO.

c. Once each month (or at more frequent intervals if approved by the ACO), the Contractor shall submit to the ACO, in such form and reasonable detail as the ACO may require and as required by FAR clause 52.216-7, an invoice or public voucher supported by a statement of the claimed allowable costs for performing this contract. The contractor is responsible for providing pricing documentation/information as required by the ACO to determine price reasonableness, allowability and allocability. At the request of the ACO, the contractor shall provide evidence that the acquired parts and materials were competed or otherwise acquired at the most reasonable price available. Such evidence may include quotes obtained from vendors and suppliers, catalogs or sales brochures, etc.

d. Promptly after receipt of each invoice or voucher and statement of cost, the Government will, except as otherwise provided in the contract, and subject to the provisions of paragraph e below, make payment thereon as provided by the ACO.

e. At any time or times prior to final payment under the contract, the ACO may have the invoices or vouchers and statements of cost audited. Each payment already made shall be subject to reduction of amounts included in the related invoice or voucher which are found by the ACO, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

f. On receipt and approval of the invoices or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of the contract, and acceptance by the Government, the Government will promptly pay to the Contractor any balance of allowable cost, which has been withheld or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract, but in no event later than six (6) months (or such longer period as the ACO may approve in writing) from the date of such completion.

g. Upon completion of this contract, any remaining direct parts and materials for which the government has reimbursed the contractor shall become the property of the government.

H-20. CONTRACT COMPLIANCE ASSESSMENT

a. From time to time during the life of the contract the Contracting Officer (solely at his/her discretion) may conduct visit(s) to Willow Grove ARS PA for the purpose of evaluating contract compliance. This evaluation will necessarily require discussions with contractor personnel and observation of contractor operations. Accordingly, the Contracting Officer and a team of functional area specialists from HQ AFRC will conduct an integrated assessment of the total BOS contract environment at Willow Grove ARS PA.

b. A written report of findings will be provided to the Installation Commander and the ACO. If any Contractor deficiencies are noted or areas of non-compliance are identified, the ACO may require the contractor to make corrections and institute changes in the contractor's operation to preclude future deficiencies/noncompliance. Any corrections or changes will be at no cost to the Government. The provisions of this Section H-20 shall in no way limit or restrict the Government's rights under any other contract provisions.

H-21. CONTRACTOR SUPPORT FOR EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS (Applies to CLIN 0015 and corresponding option CLINs)

a. From time-to-time during the life of this contract services may be required to support an activation or exercise of contingency plans. Due to the nature of these requirements, the required contractor services cannot be precisely stated until plans are finalized for the actual activation or exercise.

b. Contractor support requirements for emergency, contingency, and surge requirements are stated in general terms in the Performance Work Statement (PWS). Upon defining the Government's requirements, the Contractor

will be directed in writing by the Administrative Contracting Officer (ACO) to provide the necessary support. Such ACO direction will specify the date(s) and required period of coverage and any other specific support requirements.

c. For the satisfactory performance of these support services, the Contractor will be reimbursed by the Government for actual costs incurred as determined by the ACO to be allowable in accordance with Part 31 of the Federal Acquisition Regulation in effect on the date of this contract, subject to such further definition and limitations as may be included in the schedule of this contract.

d. Reimbursement shall cover only that specific contractor support provided as a result of the ACO's written direction. Routine contractor responsibilities which relate to emergency, contingency, and surge requirements but which are not in support of an actual exercise (such as, but not limited to, inspecting/inventorying mobility weapons, inventorying/maintaining mobility bags) are included in and shall be paid for under the applicable firm-fixed price CLINs. No additional payment or reimbursement shall be made for routine contractor responsibilities. Likewise, routine contractor support for UTA weekends are included in and shall be paid for under the applicable firm-fixed price CLINs, and no additional payment or reimbursement shall be made for these routine services.

e. The provisions of FAR Clause 52.216-7 entitled "Allowable Cost and Payment" shall apply, in addition to the above stated stipulations, to any contractor claim(s) for reimbursement pursuant to this Section H-21. All references included in FAR 52.216-7 to "Contracting Officer" shall be deemed to mean the "Administrative Contracting Officer".

H-22. PAYROLL DATA IN SUPPORT OF NEGOTIATIONS.

Contractor payrolls will be provided to the ACO as part of the supporting data that will be utilized by the Government when contract negotiations are conducted under the "Changes - Fixed Price" clause or under the clause entitled "Fair Labor Standard Act and Services Contract Act-Price Adjustment (multiple year and option contract)". All payroll data submitted by the contractor shall be marked "proprietary" and shall not be disclosed to anyone outside the government.

SECTION I

CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or by sending an e-mail request to betty.holley@afrc.af.mil.

I. FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) CLAUSES:

<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
52.202-1	Definitions	Oct 1995
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-2	Security Requirements	Aug 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.207-3	Right of First Refusal of Employment	Nov 1991
For the purpose of paragraph (b) of this clause, "10 days" is changed to "90 days"		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Jul 1995
52.211-5	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records - Negotiation	Jun 1999
52.215-8	Order of Precedence - Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997
52.215-15	Pension Adjustments and Asset ReversionsPlans	Dec 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	Oct 1997
52.215-19	Notification of Ownership Change	Oct 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Alternate IV)	Oct 1997
For the purpose of this clause, the blank(s) are completed as follows: (b) See Provision L-11		
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	Oct 1997
52.216-7	Allowable Cost and Payment (Applies to CLINs 0014 and 0015 and corresponding option CLINS ONLY)	Mar 2000
52.217-8	Option to Extend Services	Nov 1999
52.217-9	Option to Extend the Term of the Contract	Mar 2000
For the purpose of completing this clause, the blank is completed as follows: (a) See Section B; (c) 70 Months		
52.219-6	Notice of Total Small Business Set-Aside	Jul 1996
52.219-8	Utilization of Small Business Concerns	Jun 1999
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-3	Convict Labor	Aug 1996
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	Jul 1995
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998

<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
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52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), the clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits that would be paid to comparable federal employees.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
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See Section J, Attachment 5

52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	May 1989
52.223-3	Hazardous Material Identification and Material Safety Data	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998
52.223-6	Drug-Free Workplace	Jan 1997
52.223-9	Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items	Mar 2000

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j) (2) (c)), the Contractor shall execute the following certification:

Certification

I, _____, (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

ESTIMATE

<u>EPA Designated Item</u>	<u>Total Dollar Value of EPA Designated Item</u>	<u>Percentage of Recovered Material Content *</u>
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* Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to the address listed in Block 12 of SF 1447.

52.223-10	Waste Reduction Program	Oct 1997
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<u>FAR</u> <u>PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF</u> <u>CLAUSE</u>
52.223-11	Ozone Depleting Substances	Jun 1996
(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR part 82), including but not limited to Chlorofluorocarbons, Halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR part 82), including but not limited to hydrochlorofluorocarbons.		
(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows: WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.		
*The Contractor shall insert the name of the substance(s).		
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Oct 1996
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-3	Buy American Act-Supplies	Jan 1991
52.225-11	Buy American Act-Balance of Payments Program-Construction Materials under Trade Agreements	Feb 2000
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-3	Patent Indemnity	Apr 1984
52.228-5	Insurance - Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Jan 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Feb 1997
52.232-8	Discounts for Prompt Payment	May 1997
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
For the purpose of this clause the blank is completed as follows: 30 Sep of each contract period		
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Jun 1997
For the purposes of paragraph (a)(5)(i) of this clause, the last day for review, inspection and acceptance is the 15th day after the contractor performed the services.		
52.232-33	Payment by EFT-CCR	May 1999
52.233-1	Disputes	Dec 1998
52.233-3	Protest After Award	Aug 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes - Fixed-Price Alternate II (Apr 1984)	Aug 1987
52.243-3	Changes -Time-and Materials or Labor Hours	Aug 1987
52.244-2	Subcontract	Aug 1998
52.244-6	Subcontracts for Commercial Items and Commercial Components	Oct 1998
(a) Definitions		
"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.		
"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.		
(b) To maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.		
(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under part 15, in a subcontract at any tier for commercial items or commercial components:		
(1) 52.222-26, Equal Opportunity (E.O. 11246);		

<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));		
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and		
(4) 52.247-64, Preference for Privately-Owned U.S. - Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).		
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.		
52.245-2	Government Property (Fixed-Price Contracts Alternate 1	Dec 1989
52.246-25	Limitation of Liability - Services	Apr 1984
52.248-1	Value Engineering	Feb 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Mar 1989
52.249-8	Default (Fixed-Price Supply and Service)	Sep 1996
52.252-6	Authorized Deviations in Clauses	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

II. DEFENSE FAR SUPPLEMENT (48 CFR, CHAPTER 2) CLAUSES:

<u>DFARS PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
252.203-7001	Prohibitions on Persons Convicted of Fraud or Other Defense-Control-Related Felonies	Mar 1999
252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Mar 2000
252.204-7005	Oral Attestation of Security Responsibilities	Aug 99
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Mar 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.217-7028	Over and Above Work	Dec 1991
252.223-7001	Hazard Warning Labels	Dec 1991
252.223-7004	Drug-Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr 1993
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products and Components)	Mar 1998
252.225-7012	Preference for Certain Domestic Commodities	May 1999
252.225-7025	Restriction on Acquisition Forgings	Jun 1997
252.225-7031	Secondary Arab Boycott Of Israel	Jun 1992
252.231-7000	Supplemental Cost Principles	Dec 1991
252.235-7003	Frequency Authorization	Dec 1991
252.242-7000	Post-award Conference	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Certification of Requests for Equitable Adjustment	Mar 1998
252.245-7001	Reports of Government Property	May 1994
252.247-7023	Transportation of Supplies by Sea (IAW DFARS 247.573(b)	Nov 1995

(a) Definitions. As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format: ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY | TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

III. AIR FORCE FAR SUPPLEMENT CLAUSES

<u>AFFARS</u> <u>PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE OF</u> <u>CLAUSE</u>
5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY	MAY 1996

Thirty days before the date Contractor operations begin on base, the contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DoD Contract Security Classification Specification, as to:

(a) The name, address, and telephone number of this contract company's representative and designated alternate in the US or overseas area, as appropriate;

(b) The contract number and military contracting command;

(c) The highest classification category of defense information to which Contractor employees will have access;

(d) The Air Force installations in the US (in overseas areas identify only the APO number(s)) where the contract work will be performed;

(e) The date Contractor operations will begin on base in the US or in the overseas area;

(f) The estimated completion date of operations on base in the US or in the overseas area; and

(g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoD 5220.22M, National Industrial Security Program Operating Manual.

5352.204-9001	VISITOR GROUP SECURITY AGREEMENTS	MAY 1996
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Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed:

(a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, classified mail services, security badges, visitor control and investigating security incidents; and

(b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

5352.237-9000	CONTROL AND RELEASE OF INSPECTOR GENERAL REPORTS	MAY 1996
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The Contractor shall not release any part of an Air Force or Major Air Force Command Inspector General report without the Contracting Officer's written permission. The Contractor shall promptly forward any Freedom of Information Act (FOIA) request related to an Air Force Inspector General report to the Contracting Officer for a release determination.

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>ATCH</u>	<u>TITLE AND DATE</u>	<u>NO OF PAGES</u>
1.....	PERFORMANCE WORK STATEMENT DATED 26 Jun 00	304
2.....	DEPARTMENT OF LABOR WAGE DETERMINATION - NO. 94-2449 REV (9)	7
3.....	RESERVED	
4.....	DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATION(R-1)	9
5.....	LIST OF RATES AND BENEFITS FOR EQUIVALENT FEDERAL HIRES (UNDATED).....	1
6.....	HAZMAT SPILL NOTIFICATION AND RESPONSE PROCEDURE.....	2